



QBE Insurance (Australia) Limited

# Club Rowing Craft

Product Disclosure Statement and Marine Insurance Policy



This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पोलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹੱਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿੱਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰੱਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ੋਨੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## About this booklet

There are two parts to this booklet. The first part is Important Information about this Policy including information about how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

The second part is your Policy Wording which sets out the detailed terms, conditions and exclusions of the Policy.

Because we don't know your own personal circumstances, you should treat any advice in this booklet as purely general in nature. It doesn't consider your objectives, financial situation or needs. You should carefully consider the information provided with regard to your personal circumstances to decide if it's right for you.

This booklet is also a Product Disclosure Statement (PDS). Other documents you receive may comprise the PDS. You'll know when this happens because it'll say so in the document.

Information in this PDS might change. If the change is adverse then we'll issue a supplementary PDS or a new PDS at renewal. You can get an up-to-date paper copy of all updates (whether adverse or not adverse) at no charge by us, simply by calling us.

### For more information or to make a claim

Please take the time to read through this booklet and if you have any questions, need more information or to confirm a transaction, please contact:

- Your financial services provider. The contact details for your financial services provider are set out in the financial services guide or other documentation they give you.

The section titled 'Claims' at the end of this booklet tells you the full details about what you need to do in the event of a claim. If you'd like to make a claim or to enquire about an existing claim please contact:

- QBE by sending an email to [marineclaims@qbe.com](mailto:marineclaims@qbe.com).

### About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

## Important Information

In this first part of the booklet we explain important information about this Policy including how we'll protect your privacy and how to make a complaint or access our dispute resolution service.

### Duty of disclosure

Before you enter into an insurance contract, you have a duty, under both the Insurance Contracts Act 1984 (Cth) and the Marine Insurance Act 1909 (Cth), to tell us anything that you know, or could reasonably be expected to know, that may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for, or
- is common knowledge, or
- we know or should know as an insurer, or
- we waive your duty to tell us about.

### If you do not tell us something

Where the Marine Insurance Act 1909 (Cth) applies:

If you fail to comply with your duty of disclosure, we may avoid the contract of insurance from its beginning.

Where the Insurance Contracts Act 1984 (Cth) applies:

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### The cost of this policy

Premium is what you pay us for this Policy, and it's made up of the amount we've calculated for the risk and any taxes and government charges.

When calculating your premium, we take a number of factors into account, including:

- Make, model and type of RC
- Age and construction of RC
- Sum insured
- State or Territory where your RC is stored
- Method of storage for your RC
- Previous loss history.

### Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start or renewal date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy.

To cancel your Policy within the cooling off period, contact your financial services provider.

You can also cancel your Policy outside the cooling off period, see 'Cancelling your policy'.

### General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

## Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit [qbe.com/au/privacy](http://qbe.com/au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

### Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

### Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

### Step 4 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's Customer Care Unit, AFCA or the OAIC

How to contact QBE Customer Care	
Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>• <a href="mailto:complaints@qbe.com">complaints@qbe.com</a>, to make a complaint.</li> <li>• <a href="mailto:privacy@qbe.com">privacy@qbe.com</a>, to contact us about privacy or your personal information.</li> <li>• <a href="mailto:customercare@qbe.com">customercare@qbe.com</a>, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

How to contact AFCA	
Phone	1800 931 678 (free call)
Email	<a href="mailto:info@afca.org.au">info@afca.org.au</a>
Online	<a href="http://www.afca.org.au">www.afca.org.au</a>
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

How to contact the OAIC	
Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<a href="mailto:enquiries@oaic.gov.au">enquiries@oaic.gov.au</a>
Online	<a href="http://www.oaic.gov.au">www.oaic.gov.au</a>

### Financial Claims Scheme

This policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

How to contact APRA	
Phone	1300 558 849. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## Policy Wording

This Policy is underwritten by QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.

### Our agreement

Your Policy is an agreement between you and us, made up of:

- This Policy Wording
- Your Policy Schedule, which sets out the cover you've chosen and any terms specific to you.

The cover under this Policy is provided during the period of insurance, once you've paid us your premium. There are also:

- Conditions and exclusions which apply to specific covers or sections;
- General exclusions, which apply to any claim you make under this Policy;
- General conditions, which set out your responsibilities under this Policy;
- Claims conditions, which set out our rights and your responsibilities for when your claim is accepted; and
- Other terms, which set out how this Policy operates.

### Excesses

An excess is an amount you pay whenever you make a claim.

The number of excesses and the amounts you pay are shown on your Policy Schedule. If more than one excess applies, you'll have to pay the total of all the excesses. If we find your claim involves more than one incident, you'll have to pay the applicable excesses for each incident.

### How much we'll pay

The most we'll pay for a claim is the sum insured which applies to the cover or section you're claiming under, less any excess.

### Paying your premium

The ways you can pay your premium, and the frequency you can pay it, are described below:

- Annually or by instalments,
- cash, cheque, credit card or bank transfer.

Your premium and how you've chosen to pay it are shown on your Policy Schedule.

### Annual premium

We will let you know how much premium you need to pay us, how to pay it and when. If you pay your premium annually, you need to pay your premium on time to ensure you are covered. If you don't pay the premium your Policy may be cancelled and we'll write to you to let you know when this will happen.

### Instalment payments

If you pay your premium by instalment, your Policy Schedule will show the date and frequency of your instalments. If your direct debit details change you must tell us no later than seven days before your next instalment is due to allow us to process the change in time.

If you miss an instalment we'll contact you to ask you to pay it or arrange to collect it from you. If you don't pay the missed instalment your Policy may be cancelled, and we'll write to you to let you know when this will happen.

If you don't pay the missed instalment and a claim arises, then we will deduct the missed instalment from your claim.

### At renewal

If you pay by instalments, and you renew your Policy, we'll continue to deduct instalments for a renewed Policy at the new premium level according to the same instalment pattern, unless you tell us to stop your direct debit.

If the first instalment for a renewed Policy isn't received we'll try and retake the instalment after seven days. If it remains unpaid, your renewed Policy won't operate and there'll be no cover.

If an instalment is unpaid, we'll send you a reminder letting you know when we're going to retake the instalment. If we still don't receive your payment after this reminder, we'll write telling you the date your Policy will be cancelled unless your payment arrives. Then, if we don't receive a payment, we'll send you a notice to confirm your Policy has been cancelled.

### Adjustment of premium on renewal

If we offer to renew your Policy, we will send you a renewal offer. If you make any changes to your Policy after we send you our renewal offer, and we agree to continue to insure you, we'll send you an updated renewal offer and you'll need to pay us any additional premium to ensure your cover is not affected.

If you claim for an incident that happened during a previous period of insurance, you will need to tell us about it. You agree to pay us any additional premium increase we'd have required you to pay if you'd told us about the claim before your Policy was renewed.

Where you had no knowledge or were otherwise unaware of the circumstances surrounding the claim during the previous period of insurance, no additional premium increase will be applied to that renewal term.

This condition doesn't affect any other rights we have at law or under this Policy.



## If your payment details change

If the direct debit details you use to pay us change, such as you changing credit cards or bank accounts, you must tell us at least seven days before your next payment date.

## Words with special meanings

The words and terms used throughout this Policy have special meanings set out below.

Where other words and terms are only used in one section of the Policy, we'll describe their special meaning in that section.

When we say	We mean
Accident	an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.
Agreed value	the amount shown on your Policy Schedule for which we have both agreed to insure your hull, blades and oars, rowing equipment and accessories and trailer taking in to amount the type of RC, manufacture, model, age and its condition.
Damage	any form of physical harm to the RC but does not include wear and tear or anything that was present before this Policy came into force.
Excess	is the first amount you must contribute to any claim you make under this Policy. If an excess is applicable to any sections of your Policy the amount will be shown in the Policy Schedule.  This amount will be deducted from the amount payable on each claim.
Hull	the shell of the RC and fixtures and fittings that are not normally removable and that would be normally sold with the RC.
Indemnity	to place you in the same financial and/or material position as you were in immediately before your loss. We may deduct an amount for wear and tear, depreciation or betterment.
Latent defect	any flaw in the construction or material used in the construction of the hull of the RC that is not known by you and is not discoverable by a competent trades person carrying out normal inspection.
Legal liability	your legal responsibility arising out of the use of the RC to pay compensation for death, injury or damage to other people (including members of your family) or their property. This responsibility only arises if you have done something wrong or you are at fault.  Note: This Policy does not provide legal liability cover.
Market value	the value of your RC in your local market, that is the amount it costs to buy the equivalent RC (including GST) from the authorised Australian distributor in your area.  Market value is generally based on: <ul style="list-style-type: none"> <li>vessel type;</li> <li>manufacturer;</li> <li>model;</li> <li>specifications;</li> <li>the age and condition of your vessel (including wear, tear and maintenance history);</li> <li>modifications made to the vessel.</li> </ul> If the words 'Market value' are shown in your Policy Schedule, your Policy is based on market value.
Omission	a failure to act and includes a failure to do or say something.
Period of insurance	the period this Policy operates for as shown on your Policy Schedule.
Policy Schedule	the most recent Schedule we give you. We give you a Policy Schedule when you: <ul style="list-style-type: none"> <li>first buy the Policy from us;</li> <li>change any part of the Policy or any personal details relevant to it; or</li> <li>renew the Policy with us.</li> </ul>
Premium	the amount you pay for the insurance provided by this Policy, including any taxes and other government charges. (This is different from the excess that you pay when making a claim).

When we say	We mean
Racing	taking part in an organised sporting event.
RC	the rowing craft described in the current Policy Schedule. Your personal rowing craft is comprised of: <ul style="list-style-type: none"> <li>• the hull;</li> <li>• blades and oars;</li> <li>• rowing equipment and accessories; and</li> <li>• its trailer.</li> </ul>
Rowing equipment and accessories	in accordance with statutory requirements and any other equipment intended for the use of or with the RC including: <ul style="list-style-type: none"> <li>• blades and oars;</li> <li>• detachable canopies;</li> <li>• life-saving equipment including life jackets;</li> <li>• safety equipment installed or carried in as shown in the Policy Schedule.</li> </ul>
Salvage	what is left of the RC after it has suffered loss or damage.
Theft	a person has taken your RC without your knowledge, prior consent or agreement, with the intention of permanently depriving you of them.
Total loss (Actual or constructive)	your RC is an actual total loss when it is totally destroyed or damaged in such a way that it can be neither recovered nor repaired for further use. Your RC is a 'constructive total loss' if it's damaged and uneconomical to repair.
Total sum insured	the amount we insure your RC for and is the total of the agreed or market value for all items defined as part of your RC, whether individual sums insured are specified for these items by you or not.
Trailer	the trailer described in the Policy Schedule and all its fittings.
Unrepaired damage	damage to the RC sustained before or during the currency of the Policy which is unrepaired at the expiry of the Policy and which you do not intend to repair.
We, our, us	QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545.
You, your	any of the person or persons named as the insured in your Policy Schedule.

## What is covered

We will cover your RC while it is navigating or in transit within the cruising limits specified in your Policy Schedule and including while the RC is laid-up ashore. If no cruising limits are specified in your Policy Schedule then whilst being operated within ten (10) nautical miles of the Australian mainland including Tasmania.

## What you are covered for – loss of or damage to your RC

We will cover you for:

### (a) Accidental loss or damage to your RC caused by:

- an accident during use or while stored ashore on a permanent storage rack or trestle in a locked shed, garage or premises;
- sinking provided it was in seaworthy condition at the time of sinking;
- malicious damage or vandalism;
- a latent defect within the hull (excluding the cost and expense of replacing or repairing the defective part) causing loss or damage to your RC, provided the loss or damage has not resulted from lack of due diligence (care) by you;
- negligence of the repairers (excluding you) provided the loss or damage has not resulted from lack of due diligence (care) by you;
- an accident during transit by road, rail or transit on a 'roll-on, roll-off' vessel within Australia including loading and unloading.

It is a condition of this Policy that where your RC is left outside on a storage rack, whether a permanent rack or trestle, or on a trailer for transit that it must be secured by at least two suitably strong safety lines or straps that properly secures the RC to the rack, trestle or trailer to prevent it from becoming dislodged by adverse weather conditions.

In the event of a claim you will be required to provide reasonable evidence that you have complied with this condition.

### (b) Theft or attempted theft of your RC:

- while stored ashore on a permanent storage rack or trestle in a locked shed, garage or premises provided there is physical evidence of visible and violent and forcible removal from or entry to the place of storage;
- while on a trailer and or theft of the trailer, provided there is physical evidence of visible and violent and forcible removal of the trailer,

during racing events whilst on a trailer and or theft of the trailer, provided there is physical evidence of visible and violent and forcible removal of the trailer.

It is a condition of this cover that you are at all times required to take reasonable measures to prevent theft of your RC (e.g. placing rowing equipment/accessories temporarily removed from the RC in a secure place of storage).

In the event of a claim you will be required to provide evidence that you have complied with this condition.

### (c) Other expenses

If your RC gets into difficulties or is damaged accidentally, we will pay the reasonable cost of taking action to:

- minimise loss or damage; or
- remove the RC to safety (including emergency towing).

You do not need our authority to take such action if it is an emergency and you are unable to contact us to obtain authority.

However, you must advise us as soon as possible after the action has been taken.

## Optional overseas racing extension

Where you choose to have cover under the following optional overseas racing extension, and you have paid any additional premium we ask for, we will provide additional cover (subject to individual application) to you for accidental loss or damage to your RC:

- while training and participating in each individual organised rowing regatta in Inland and other waters anywhere in the world as specified in the Policy Schedule;
- during transit by sea or air from Australia to destination and return transit, and land transit at destination between arrival and departure ports and locations for each individual regatta as specified in the Policy Schedule.

The sections of the Policy called:

- 'What you are not covered for – Loss of or damage to your RC'; and
- 'When you are not covered';

also apply to this extension.

## What you are not covered for - loss of or damage to your RC

We will not cover you for:

- theft of your RC or any part of it by persons to whom you have loaned your RC;
  - loss or damage intentionally caused by you or a person acting with your express or implied consent, unless required by law;
  - changes in weight or performance of the RC or rowing equipment and accessories whether before or after repair or replacement;
  - depreciation following repairs;
  - loss or damage caused by normal wear & tear including scratching, bruising or denting and the subsequent cost of repairing or re-varnishing;
  - loss or damage caused by timber rot, delamination, osmosis, deterioration, vermin;
  - loss or damage caused by rusting or other forms of corrosion, or electrolysis;
  - loss or damage caused by lack of maintenance;
  - loss or damage caused to the RC when the storage rack, whether a permanent rack or trestle used to support the RC are not in a fit state of repair and adequate for the purpose intended;
  - structural failure. However, we will pay the resultant damage to your RC due to the failure, but we will not pay for the cost of repairing or replacing the item that failed;
  - the cost of repairing or replacing any part of the RC which is defective, and the defect is caused by fault or error in design or construction or faulty workmanship;
  - financial, emotional or psychological loss which occurs because you cannot use your RC;
  - damage to protective covers caused by the force of wind unless there has also been damage caused to the RC;
  - any claim arising directly or indirectly from pollution or contamination by any substance;
  - any fine or penalty;
  - money, credit cards, spectacles, sunglasses, watches, jewellery, cameras, mobile phones, pagers.
-

## How much we pay – loss or damage to your RC

If your RC is accidentally damaged or stolen the basis of claims settlement will be:

### Total loss

If your RC is assessed as an actual loss or constructive total loss (not economical to repair), we will either:

- pay the agreed sum insured as shown in the Policy Schedule, and take ownership of the salvage; or
- pay the amount of loss or damage up to the sum insured or its market value, whichever is the lesser, if the word 'market value' are shown in Policy Schedule;
- replace your RC with an equivalent RC of the same make, model or series so long as it is available in Australia, and take ownership of the salvage.

### Partial loss

#### Repairs

If your claim is accepted and your RC can be repaired, we will either:

- repair your RC or the part(s) involved to as near as possible to the condition and standard it was before the loss or damage occurred; or
- pay you the reasonable cost of repairing your RC or part(s) to as near as possible to the condition and standard it was before the loss or damage occurred.

We will not treat the RC as a constructive total loss (not economical to repair) solely due to the PCR not meeting specifications due to changes in weight or performance of the RC or rowing equipment or accessories, whether before or after repair or replacement.

However, the maximum amount payable will not exceed the total sum insured under any circumstances. Any lost or damaged parts will become our property.

#### Replacement of parts

If your claim is accepted and the part(s) can be replaced, we will either:

- pay you the reasonable cost of replacing the part(s) to as near as possible to the condition, standard and specification it was before the accident;
- pay you the sum insured of the part(s) involved and take ownership of any salvage; or
- pay you the current market value of the part(s) (where there is no agreed value) and take ownership of any salvage.

Where you have not specified a separate sum insured for the part of the RC, or an individual item, then the maximum we will pay is the current market value of the part or item.

However, the maximum amount payable will not exceed the total sum insured under any circumstances.

We will not:

- pay the extra costs to repair your RC to a better condition and standard than it was before the loss or damage;
- fix a fault in your RC that existed before the loss or damage occurred; or
- pay for repairing pre-existing damage that you did not repair or make a claim for in the past. If we agree, you can pay the extra cost of repairing this damage as part of our repairs.

#### Contribution to repairs

If your RC is less than five (5) years old we will pay for the cost of repairs using new parts as needed.

If your RC is aged five (5) years or more we may require you to contribute towards the cost of buying new parts used for repairing your RC if the damaged parts are affected by age or wear and tear.

The amount of any contribution which we request will be reduced to the extent of any reasonable wear and tear to damaged parts.

#### Pairs of blades

In the event of total loss of one blade from a pair of blades and a matching replacement blade is unavailable, then the pair of blades will be considered a total loss and we will pay the sum insured of the pair of blades or replacement price whichever is the lesser.

You must clearly mark all pairs of blades so as to be easily identified as your property.

## General exclusions

These general exclusions apply to all sections of this Policy.

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

In no case will this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes;
- any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos;
- any chemical, biological, biochemical, or electro-magnetic weapon
- the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system;
- loss, damage or liability caused by or arising from the transmission of a disease illness or sickness while using your RC.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to the above exclusions.

## Additional exclusions applying to this Policy

We will not cover you:

1. for your legal responsibility arising out of the use of the RC.
2. when your RC is outside the cruising limits defined in the Policy Wording or as described in your Policy Schedule.
3. when your RC was in the control of you or any person with your express or implied consent while under the influence of alcohol or of any drug or had a percentage of alcohol or drugs in your/their breath or blood in excess of the percentage permitted by law in the place where the loss, damage or liability occurred.  
But we will cover you if you were not on board the RC at the time and can clearly demonstrate that you had no reason to suspect that the person in control would be under the influence of alcohol and any drug or had a percentage of alcohol or drugs in excess of legal limits.
4. when your RC was being used for an unlawful purpose.
5. when your RC was being used for hire or charter, or for payment or reward at the time of the accident.
6. when your RC was being towed on a trailer and the driver with your express or implied consent was not licensed to drive a vehicle in accordance with law.  
But we will cover you if you were not in the vehicle at the time and can clearly demonstrate that you had no reason to suspect that the driver was unlicensed.
7. when your RC is being transported on a non-purpose built trailer.
8. when your RC is being loaded or unloaded or transported by a commercial carrier unless you tell us beforehand in writing, and we agree in writing to cover you.
9. when you do not keep the RC in good order and repair, or in a proper state of seaworthiness and in compliance with the minimum safety equipment and safety standards as required under the relevant Maritime regulatory standards applicable to your RC.

## Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

## Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this policy, to the extent that it is illegal for us to do so.

## General conditions

There are conditions set out in this General conditions section, in the Claims section and under each particular cover and section. If any of these conditions aren't met, we may refuse a claim, reduce the amount we pay or in some circumstances we may cancel your Policy. When making a claim, you must have met and then continue to comply with the conditions of your Policy. Any person covered by your Policy, or claiming under it, must also comply with these conditions.

If you, or someone covered under your Policy, don't meet these conditions or make a fraudulent claim we may:

- Refuse to pay your claim or reduce what we pay for your claim
- Cancel your Policy.

## Assistance and co-operation

To help us process your claim, you must provide us with all reasonable assistance, including:

- Providing us with information and documents, such as proof of purchase, registration papers or repair quotes
- Telling us promptly if you've been contacted by someone about your RC or claim
- Attending one or more interviews about the claim if we ask you to
- Making your RC available for us to inspect or examine
- Taking your RC, or allowing us to take it, to a place we require
- Responding to our requests in a timely manner

At all times you must refrain from behaving in a way that's improper, hostile or threatening towards us, our representatives, our suppliers or third parties involved in an incident.

If you don't co-operate in any of these ways, it may delay your claim, or we may reduce or refuse to pay your claim

## Automatic reinstatement

When we pay a claim for your RC or an item under this Policy, the sum insured for your RC or that item is automatically reinstated to the amount shown in the current Policy Schedule, provided you:

- give us written details of the replacement RC or item(s) within 14 days of buying them; and
- pay us any additional premium that we ask for.

## Care and maintenance

You must take reasonable care to prevent damage, injury or loss. We won't pay for damage, injury, loss or your liability to which your failure to take reasonable care is a contributing factor for example:

- You continue to use your RC after it has been damaged
- Not securing your RC after it has been damaged or you've been notified it has been found after it was stolen

There is also no cover if:

- You've given someone else permission to use your RC and then they steal it
- You or anyone using your RC admits fault or liability for an incident, unless we would have provided cover under your Policy anyway

At all times you must:

- Prevent damage to property insured, as well as to others and their property
- Minimise the cost of any claim under your Policy

There is no cover if, at the time of the incident, your RC:

- Did not meet the applicable Maritime registration requirements in your state or territory; or
- Lacked repair or maintenance, or
- Was not seaworthy or was in an illegal condition, unless its condition did not cause or contribute to the incident.

## Changes to your circumstances

You must tell us as soon as possible if circumstances occur, or if changes or alterations are intended or made which increase the risk of loss, damage or injury.

Examples include:

- When your RC is replaced
- A change in the ownership of your RC
- A change in the condition or use of your RC, including, for example:
  - a change of storage location,
  - a change of type of storage,
  - a change of the use of the RC,
- Other navigators using your RC
- Modifying your RC
- Any other change to the details listed in your Policy Schedule.

If you don't tell us, we may reduce or refuse to pay a claim.

If we agree to the change, we'll send you an updated Policy Schedule and let you know if your premium has changed. If you do not pay us the additional premium for the change, we may reduce your Policy's period of insurance in proportion to what you have paid, or not make the change. Alternatively, we may tell you we can no longer cover your RC and that we need to cancel your Policy, or we may not offer to renew it.

### Automatic Additions - Limit \$15,000

If during the period of insurance, you acquire a new (or replacement) RC or rowing equipment up to the value of \$15,000 - we will automatically insure the RC or rowing equipment until the Policy next renews:

- from the time you bought it; and
- up to the same value as your existing sum insured; and
- no longer covers the existing RC or rowing equipment.

You must provide us with written details of the items within thirty (30) days of purchase.

If you make a claim for loss or damage to these items during the period which this additional benefit is applied, we will require that you pay a pro-rata premium payable to insure the items from the date of purchase.

### Purchase of a new or replacement RC exceeding \$15,000 in value

If you purchase a new (or replacement) RC or rowing equipment exceeding \$15,000 in value, the Policy covers it:

- from the time you bought it; and
- up to the same value as your existing sum insured; and
- no longer covers the existing RC or rowing equipment.

We will give you this cover for the new (or replacement) RC or rowing equipment after you:

- give us written details of it within thirty (30) days of buying it, and
- pay us any additional premium that we ask for.

In giving you this cover, we will consider either the price you paid for the RC, rowing equipment and accessories, and its trailer, or our valuation as the sum insured of that item.

### Other party's interests

You must not transfer any interests in your Policy without our written consent.

You must tell us of the interest of all parties (e.g. financiers, lessors or owners) who'll be covered by your Policy. We'll protect their interests only if you've told us about them and we've noted them on your Policy Schedule

Any person whose interests you've told us about and we've noted on your Policy Schedule is bound by the terms of your Policy in relation to any claim they make.



## Claims

This section describes what you must do, as well as conditions that apply when you make a claim and at the time loss or damage occurs which is likely to give rise to a claim.

### What you must do

If an incident happens which may give rise to a claim, you must:

- take all reasonable and responsible precautions to prevent any further loss or damage to your RC;
- if required by law, you must report the incident to the Maritime authorities;
- make a report to the police as soon as reasonably practicable if there is injury, malicious damage and theft or attempted theft of your RC. We may need the police report number to process your claim or our recovery action if there is a third party who is liable for your loss;
- contact us and tell us details of what has happened; complete our claim form and any other form we may reasonably ask you to
- complete, and take it or email it to our claims department at any of our offices. Our claim form is available from your financial service provider or you may download it from [www.qbe.com.au](http://www.qbe.com.au).

### You must not authorise repairs to your RC without our consent

Only we have the right to settle or defend a claim against you by another person.

If you have a claim, only we have the right to:

- make or accept any offer or payment, or in any other way admit you are liable;
- settle or attempt to settle any claim;
- or defend any claim.

In the event of an incident that may give rise to a claim, you do not need our authority to remove your RC safety if it is an emergency and you are unable to contact us to obtain authority (see 'Other expenses' on page 11)

### When we may refuse a claim

We may refuse a claim, if amongst other things:

- you do not do what your duty to disclose facts (duty of disclosure) requires you to do;
- in the application or when making a claim, you:
  - are not truthful,
  - have not given us or refuse to give all relevant details, or have not told us something when you should have,
- you do not at all times take reasonable care to:
  - prevent theft of the RC, rowing equipment, blades, oars and accessories and trailer,
  - protect your RC against any initial or further loss or damage, keep your RC in good condition,
  - prevent loss or damage to other people's property, and
  - obey any statutory requirements that safeguard people or their property,
- you do not give us the relevant documents and information we may reasonably need to help determine the amount that we may pay you;
- you do any of the following without our knowledge and consent:
  - make or accept any offer or payment, or in any other way admit you are liable,
  - settle or attempt to settle any claim, or defend any claim,
- you do not as soon as reasonably possible make a report to the police about:
  - any malicious damage or vandalism to your RC, or
  - any theft or attempted theft of your RC.

### How claim administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct or settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

### What can affect a claim

We will reduce the amount of a claim by the excess shown in the Policy terms and conditions or on the Policy Schedule.

We may refuse to pay a claim if you are in breach of your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy even if it is covered under more than one section of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- it is in any way fraudulent; or
- any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

### Contribution and other insurance

When making a claim, you must notify us of any other insurance that you're aware will or may, whether in whole or in part, cover any loss insured under your Policy.

If at the time of any loss, damage or liability there's any other insurance (whether issued to you or any other person) which covers the same loss, damage or liability you must provide us with any reasonable assistance we require to make a claim for contribution from any other insurer(s).

### GST

If you're a business you must tell us if you're registered, or are required to be registered, for GST. When you do this, we need you to give us:

- Your ABN
- The percentage of any input tax credit you will claim, or will be entitled to claim, on your premium.

When we pay a claim, your GST status will determine the amount we pay you. Your claim settlement amount will be adjusted to allow for any ITC entitlement.

Unless we say otherwise, all amounts in your Policy are inclusive of GST. There may be other taxation implications affecting you, depending upon your own circumstances. We recommend you seek professional advice.

### Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability that you won't hold them responsible then, to the extent we've been prejudiced by this act, we won't cover you for that loss, damage or liability.

### Providing evidence and information

You must be able to demonstrate you've suffered a loss covered by your Policy for your claim to be accepted. We may ask you for this proof if you make a claim under your Policy. So your claim can be assessed quickly, make sure you keep the following records:

- evidence of purchase (e.g. a sales receipt, sales invoice or sales contract) that shows a description, amount paid, where and when you bought it and from whom including financial transactions (e.g. debit details, credit card or bank statements);
- if registered, the current registration papers for your RC;
- valuations that substantiate the value of your RC;
- survey reports that substantiate the condition and value of your RC;
- current photographs of your RC including interior and exterior views.

### Salvage

We're entitled to obtain and retain any items or materials salvaged or recovered after you make, and we agree, to pay a claim by replacing or paying to replace any items or materials. We may sell the items or materials and keep the proceeds.

## Excesses

For most claims you make on this Policy, you will have to pay the excess which is shown on your Policy Schedule.

The following details the excess payable based on the sum insured of your RC:

### Sum insured Policy excess

Sum insured	Policy excess
\$0 – \$15,000	\$250 per insured item
\$15,001 – \$25,000	\$350 per insured item
\$25,001 – \$50,000	\$500 per insured item
\$50,000 and above	\$1,000 per insured item
Other Policy excess	
Blades and oars	\$50 each
Overseas racing extension	As agreed

### When you will not have to pay an excess

You will not have to pay an excess for claims for total and/or constructive total loss of your RC.

## Other terms

These other terms apply to how your Policy operates.

### Cancelling your Policy

You can cancel your Policy at any time by telling us.

We may cancel your Policy in any of the circumstances permitted by law (eg failure to pay the premium by the due date) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

If you've paid your premium in advance, we'll refund you the proportion of the premium for the remaining period of insurance, less non-refundable government fees, duties or charges.

### Changing your Policy

Changes to this Policy only become effective when we agree to them and send you a new Policy Schedule detailing the change.

### When there is more than one insured

When there is more than one insured on your Policy, we may treat what any one of them says or does in relation to your Policy or any claim under it, as said or done by each of the insureds. We may rely on a request from one insured to change or cancel your Policy or tell us where a claim payment should be paid.

### Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

